

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

FURNITURE SOLUTIONS & RESOURCES,
Plaintiff,

v.

SYMMETRY OFFICE, LLC,
JAMES BALDWIN & JOSHUA PHILLIPS,
Defendants.

CIVIL ACTION
NO. 15-4774

ORDER

AND NOW, this 21st day of December, 2015, upon consideration of Defendants' Motion to Dismiss, (Dkt No. 10), Plaintiff's Response, (Dkt No. 13), and the parties' supplemental filings regarding choice of law, (Dkt Nos. 15-16), it is hereby ORDERED that said Motion is GRANTED IN PART AND DENIED IN PART:

1. Defendants' Motion is GRANTED insofar as:

- a. Plaintiff's claim for breach of contract against Defendants James Baldwin and Joshua Phillips (Count I) is DISMISSED WITH PREJUDICE;
- b. Plaintiff's claim for breach of the covenant of good faith and fair dealing against all Defendants (Count II) is DISMISSED WITH PREJUDICE;
- c. Plaintiff's claim for unjust enrichment against Defendant Symmetry (Count III) is DISMISSED WITH PREJUDICE;
- d. Plaintiff's claim for tortious interference against all Defendants (Count IV) is DISMISSED WITH PREJUDICE;
- e. Plaintiff's claim for punitive damages is DISMISSED WITH PREJUDICE.

2. Defendants' Motion is DENIED insofar as:

- a. Plaintiff's claim for unjust enrichment against Defendants James Baldwin and Joshua Phillips (Count III) REMAINS PENDING.

Thus, Plaintiff's claim for breach of contract against Defendant Symmetry (Count I) and claim for unjust enrichment against Defendants James Baldwin and Joshua Phillips (Count III) remain.

BY THE COURT:

/s/ C. Darnell Jones, II

C. Darnell Jones, II J.